

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

RECEIVED

**ANNYE J. THOMAS c/o
THE ESTATE OF LAKECIA Q.
BROADNAX,**

Plaintiff,

VS.

**AUTO-OWNERS INSURANCE
COMPANY,**

Defendant.

2007 FEB -1 P 2: 45

DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

CIVIL ACTION NO.: 2:06-cv-1091-MHT

**NOTICE OF POSSIBLE CONFLICT AND/OR
OBJECTION TO SCHEDULING ORDER**

COMES NOW Defendant, Auto-Owners Insurance Company (Auto-Owners), and pursuant to Section 16 of the Uniform Scheduling Order (Doc. 11) entered in this cause and notifies the Court of Auto-Owners' and it counsel's possible conflict and/or objection to the November 26, 2007, trial date set in this cause on the following grounds, to wit:

1. Counsel for Defendant is scheduled for trial during November, 2007 in the United States District Court for the Southern District of Alabama, Southern Division, in the action styled Auto-Owners Insurance Company v. Wright Pre-Cast Concrete, Inc., Civil Action No.: 06-370-WS-M pursuant to order entered therein on or about November 9, 2006. A copy of a portion of the Rule 16(b) scheduling order entered in Civil Action 06-0370-WS-M is attached as Exhibit "A". Counsel for Auto-Owners understands a more definite date for the trial setting in Civil Action No.: 06-0370-WS-M is unavailable at this time and/or until the pre-trial conference therein.
2. Auto-Owners, by and through the undersigned, therefore, advises this


Honorable Court of the possible conflict and/or objection to the subsequent January 18, 2007, scheduling of the trial of this action for November 26, 2007, and requests that the Court provide Defendant with such present or future relief as is appropriate, these premises considered.

WHEREFORE, Defendant, Auto-Owners Insurance Company, files this notice of possible conflict and/or objection to trial date pursuant to Section 16 of the January 18, 2007, Uniform Scheduling Order (Doc. 11) entered in this action.

Dated this the 1st day of February, 2007.



ROGER S. MORROW (MOR032)



JOEL H. PEARSON(PEA019)
Attorneys for Defendant Auto-Owners
Insurance Company


OF COUNSEL:

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CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing document upon the following by placing a copy of same in the United States mail, first class postage prepaid on this the 1st day of February, 2007.

Hon. Rodney Newman Caffey
P.O. Box 2012
Montgomery, AL 36102



OF COUNSEL

EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

AUTO OWNERS INSURANCE :
COMPANY, :
 :
Plaintiff, :
 :
vs. : CIVIL ACTION 06-0370-WS-M
 :
WRIGHT PRE-CAST CONCRETE, :
INC., et al., :
 :
Defendants. :

RULE 16(b) SCHEDULING ORDER

After consideration of the Fed.R.Civ.P. 26(f) report (Doc. 28) and the pleadings of the parties, the following scheduling order is entered pursuant to Fed.R.Civ.P. 16(b):

1. TRIAL. This non-jury action will be set at the final pretrial conference for trial sometime during the **November 2007 civil term**, the specific date to be set once the total number of actions going to trial is determined. **However, counsel are cautioned that this action may be reset for trial sooner after the pretrial conference if the trial docket permits it.** The parties estimate that the trial of this action will take **2 days**.

2. FINAL PRETRIAL CONFERENCE. This action is set for a final pretrial conference before the District Judge on **October 9, 2007, at 10:30 a.m.** This is a firm setting and the parties are expected to be ready for trial on that date.

A COPY OF THE DISTRICT JUDGE'S SPECIAL REQUIREMENTS FOR FINAL PRETRIAL CONFERENCES IS ATTACHED. NO ADDITIONAL NOTICE REGARDING THE FINAL PRETRIAL CONFERENCE WILL BE GIVEN.

3. DISCOVERY COMPLETION. All discovery is to be completed on or before **May 4, 2007**. Requests for extension will be viewed with great disfavor and will not be considered except upon a showing (1) that extraordinary circumstances require it and (2) that the parties have diligently pursued discovery.